

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

RECORDATION NO. 10877-F FILED
JAN 13 '99 2-30PM

OF COUNSEL
URBAN A. LESTER

January 13, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement, dated as of August 3, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Lease Agreement which was previously filed with the Commission/Board under Recordation Number 10877.

The names and addresses of the parties to the enclosed document are:

Lessee: Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19101

Beneficiary: General Electric Capital Corporation
120 Long Ridge Road
Stamford, CT 06927

Lessor: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, UT 84111

RECEIVED
SURFACE TRANSPORT
BOARD
JAN 13 2 29 PM '99

Mr. Vernon A. Williams
January 13, 1999
Page 2

A description of the railroad equipment covered by the enclosed document is:

This transaction does not involve any new or additional
railroad equipment.

Also enclosed is a check in the amount of \$26.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord and Alvord
918 Sixteenth St., NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.

11301 and CFR 1177.3 (c), on 1/13/99 at 2:30 PM, and

assigned recordation numbers (s): 5403-E, 5510-J, 10877-F, 11197-E, 14327-D,
14867-E, 16686-C and 18317-A.

Sincerely Yours,

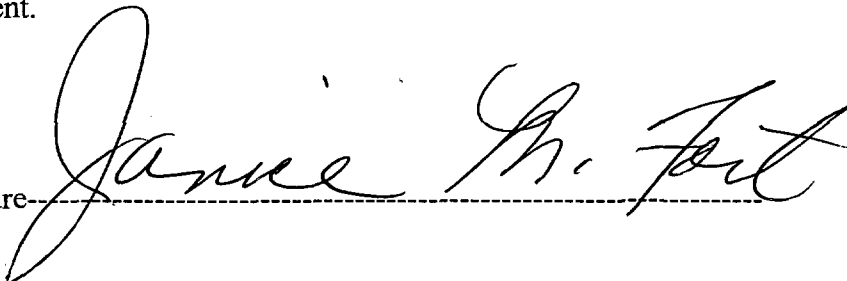

Vernon A. Williams

Enclosure(s)

208.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature-_____



JAN 13 '99

2-30 PM

[L505]

AMENDMENT AGREEMENT

in respect of

Lease of Railroad Equipment

THIS AMENDMENT AGREEMENT (this "Amendment Agreement"), dated as of August 3, 1998 among CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Lessee"), GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (formerly known as General Electric Credit Corporation) (the "Beneficiary"), and FIRST SECURITY BANK OF UTAH, N.A., a national banking association, not in its individual capacity but solely as trustee under the trust agreement referred to below (the "Trustee" or the "Lessor").

RECITALS:

WHEREAS, the Lessee, THE BANK OF NEW YORK, a New York corporation (successor in interest to Mercantile-Safe Deposit and Trust Company) (the "Agent" or the "Vendor"), the Beneficiary, the Trustee and the parties named in Schedule A thereto (the "Investors") have entered into the Participation Agreement dated as of February 1, 1979 (the "Participation Agreement");

WHEREAS, the Lessor and Lessee have entered into the Lease of Railroad Equipment dated as of February 1, 1979, as amended and supplemented from time to time (the "Lease Agreement");

WHEREAS, the Beneficiary and the Trustee have entered into the Trust Agreement dated as of February 1, 1979 (the "Trust Agreement");

WHEREAS, General Motors Corporation, as builder (the "Builder") and the Trustee have entered into the Conditional Sale Agreement dated as of February 1, 1979 (the "Conditional Sale Agreement"); and

WHEREAS, the CSA Indebtedness (as defined in the Conditional Sale Agreement) has been satisfied in full.

NOW, THEREFORE, in consideration of the agreements contained herein and for other consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

AMENDMENTS

SECTION 1.1. Capitalized terms used herein but not defined in the Lease Agreement have the following meanings:

"Conrail Group" means the Lessee and the LLCs.

"Excluded Conveyance" means any conveyance, transfer, lease or sublease described in or contemplated by the Transaction Agreement.

"Indebtedness" means, as to any Person at any date of determination, any obligation of such Person to the extent that such obligation should be reflected in "Short Term Debt" or "Long Term Debt" on the consolidated balance sheet or statement of financial position of such Person at such date in accordance with generally accepted accounting principles, other than all such obligations in existence immediately after giving effect to the Excluded Conveyances, and to renewals, refinancings and extensions thereof that do not increase the principal amount thereof.

"LLC" means New York Central Lines LLC or Pennsylvania Lines LLC, or any successor to either thereof.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency, instrumentality or political subdivision thereof.

"Transaction Agreement" means the transaction agreement dated as of June 10, 1997 among the Company, Conrail, Inc., CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC, as the same may be amended, modified or supplemented from time to time.

SECTION 1.2. The second paragraph of Section 12 of the Lease Agreement is hereby amended to read as follows:

"So long as (i) no Event of Default exists hereunder and (ii) no Event of Default exists under any other Lease of Railroad Equipment to which the Lessee is a party dated February 1, 1979, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease and, without the prior written consent of the Lessor, the Lessee may sublease (which sublease shall be subject to the rights and remedies of the Lessor hereunder) the Units to, or permit their use by, a user incorporated

or organized in the United States of America (or any State thereof or the District of Columbia), upon lines of railroad owned or operated by the Lessee or such user or by a railroad company or companies incorporated or organized in the United States of America (or any State thereof or the District of Columbia), or over which the Lessee, such user, or such railroad company or companies have trackage rights or rights for operation of their trains, and upon the lines of railroad of connecting and other carriers in the usual interchange of traffic or in through or run-through service, but only upon and subject to all the terms and conditions of this Lease; provided, however, that (i) except for any sublease to any company directly or indirectly controlling, controlled by, or under common control with the Lessee, the Lessor's consent, not to be unreasonably withheld, must be obtained for any sublease that is for a term longer than six months or is renewable for a term more than six months; (ii) the Lessee shall not sublease or permit the sublease or use of any Unit to service involving operation or maintenance outside the United States of America except that occasional service in Canada shall be permitted so long as such service in Canada is on a temporary basis which is not expected to exceed a total of 90 days in any taxable year of the Beneficiary; (iii) any such sublease or use shall be consistent with the provisions of §16 hereof; (iv) Lessee will not, and will not permit any of the LLCs to, sublease any Unit unless the agreement governing such sublease expressly provides that (a) the sublease of such Unit thereunder shall be junior and subordinate to the Lease, and (b) upon a default by Lessee under the Lease, the sublessee under such sublease shall surrender possession of the Unit in accordance with the provisions of the Lease; and (v) Lessee will not permit any LLC to sublease any Unit to CSX Transportation, Inc. or Norfolk Southern Railway Company unless prior thereto, such LLC shall assign and create a security interest in and to such sublease to and for the benefit of the Lessee to secure all amounts payable by such LLC to the Lessee under the sublease of such Unit from the Lessee to such LLC. No such assignment or sublease shall relieve the Lessee of its obligations hereunder or under the other Documents (as defined in the Participation Agreement) which shall be and remain those of a principal and not a surety."

SECTION 1.3. Section 12 of the Lease Agreement is hereby amended by adding thereto the following paragraph:

"The Lessee will not permit any LLC to incur, create, issue, assume, guarantee or otherwise become liable for or with respect to, or become responsible for, the payment of, contingently or otherwise, any Indebtedness or to grant a mortgage, pledge, lien or security interest on, of or in any sublease of any of the Units by any LLC other than to the Lessee."

SECTION 1.4. The Lease Agreement is hereby amended by adding the following:

“§ 25. Amendments to Agreements. The Lessee will not, and will not permit any of the LLCs to, agree to any amendment to the Transaction Agreement (or to any other agreement contemplated by or entered into pursuant to the Transaction Agreement) that would reduce the total amounts payable by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, and Norfolk Southern Railway Company to all members of the Conrail Group in the aggregate under the Transaction Agreement (and all agreements contemplated thereby or entered into pursuant thereto) to a level, in respect of any period, which is insufficient to service the Lessee's outstanding debt and rental obligations in respect of such period, taking into account cash available to members of the Conrail Group from all other sources to service such obligations.”

ARTICLE II

MISCELLANEOUS

SECTION 2.1. Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement.

SECTION 2.2. Except as amended hereby, the Documents (as defined in the Participation Agreement) are in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect.

SECTION 2.3. If any provision of this Amendment Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 2.4. The parties hereto each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such further actions, as any party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Amendment Agreement.

SECTION 2.5. This Amendment Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

SECTION 2.6. Pursuant to Section 8.01 of the Trust Agreement, the Owner hereby requests and authorizes the Trustee to execute and deliver this Amendment Agreement.

SECTION 2.7. This Amendment Agreement shall be effective only upon the execution hereof by all of the parties hereto.

SECTION 2.8. This Amendment Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together constitute one and the same instrument. Delivery by telecopier of an executed signature page hereto shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: Thomas J. McFadden
Name: Thomas J. McFadden
Title: Treasurer

GENERAL ELECTRIC CAPITAL CORPORATION
(f/k/a General Electric Credit Corporation)

By: _____
Name:
Title:

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but solely
as Trustee

By: _____
Name:
Title:

STATE OF Pennsylvania)
COUNTY OF Philadelphia)

SS.:

On this, the 2nd day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 2, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
2nd day of October, 1998.

[Notarial Seal]

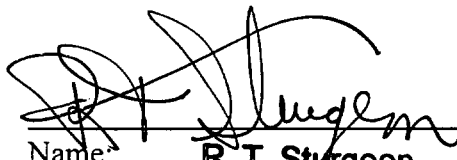
Suzanne J. Rossomando
NOTARY PUBLIC
MY COMMISSION EXPIRES ON
NOTARIAL SEAL
Suzanne J. Rossomando, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 28, 1999

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By: _____
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION
(f/k/a General Electric Credit Corporation)

By:  _____
Name: **R. T. Sturgeon**
Title: **Manager-Operations**

FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but solely
as Trustee

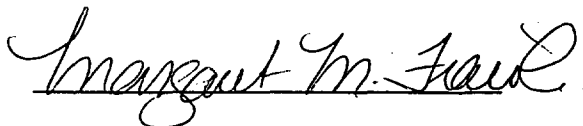
By: _____
Name:
Title:

STATE OF Connecticut :)
 :) SS.:
COUNTY OF Fairfield :

On this, the 12th day of October, 1998, before me, a notary public, personally appeared Richard T. Sturgeon, to me known, who, being by me duly sworn, did depose and say that he/she is the Manager – Operations of General Electric Capital Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 12, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
12th day of October, 1998.

[Notarial Seal]



MARGARET M. FRAIOLI
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2000

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.


CONSOLIDATED RAIL CORPORATION

By: _____
Name: Thomas J. McFadden
Title: Treasurer

GENERAL ELECTRIC CAPITAL CORPORATION
(f/k/a General Electric Credit Corporation)

By: _____
Name:
Title:

FIRST SECURITY BANK, N.A. f/k/a/
FIRST SECURITY BANK OF UTAH, N.A.,
not in its individual capacity but solely
as Trustee

By: 
Name: Dain W. Brown
Title: Assistant Vice President

STATE OF Utah :)

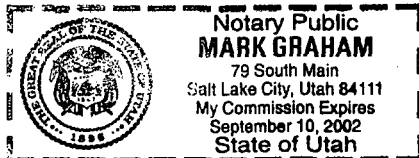
COUNTY OF Salt Lake :)

SS.:

On this, the 14th day of December, 1998, before me, a notary public,
personally appeared DAIN W. BROWN, to me known, who, being by me
duly sworn, did depose and say that he/she is the Asst. Vice President of
FIRST SECURITY BANK, INC.
AS TRUSTEE, one of the parties described in
and which executed the foregoing instrument; that said instrument was executed on
December 14, 1998 on behalf of said party by authority of its Board of Directors, and
he/she acknowledged that the execution of the foregoing instrument was the free act and deed
of said party.

Sworn to before me this
14th day of December, 1998.

[Notarial Seal]



Mark Graham
NOTARY PUBLIC
MY COMMISSION EXPIRES ON